

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

VENDOR INFORMATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include **percentages** for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

PREFERENCE CERTIFICATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**Janitorial Services
SEW13-1088RY**

Section 1

General Description

1. **Request for Bid:** This document constitutes an RFB from qualified organizations to provide janitorial services to the Missouri Department of Transportation (hereinafter referred to as MoDOT), Southeast Regional Office located in Willow Springs, MO.
2. **Contract Period:** 12 months.
3. **Renewals:** MoDOT shall have the right, at its sole option, to renew the contract for two (2) additional periods, or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Renewal pricing shall begin the first day of contract extension.
4. **Tour of Building:** A tour of the building is strongly suggested and will be by appointment only. The purpose of the tour is to allow potential Bidders an opportunity to inspect the building prior to submitting a bid. Tour dates will be December 10-11, 2012. Please call 417-469-6256 or 417-469-9052 to schedule an appointment.
5. Each Bidder is solely responsible for the prudent and complete personal inspection, examination, and assessment of the work site condition, facilities and/or any other existing condition, factor or item that may affect or impact on the performance of service described and required by the contractual requirements. The Bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the Bidders failure to observe existing conditions, etc.

Section 2

Scope of Work

1. General Requirements

The contractor shall perform janitorial services Wednesday and Friday evening between the hours of 5:00 PM - 6:00 AM for selected areas of the Southeast Regional Office, Willow Springs, MO. The department is open to the contractor substituting one weekend day for Friday, if prior approval is given. The area consists of approximately 11,000 total square feet for the 1st and 2nd floors, including all office areas, hallways, break rooms, restrooms, service station office and service station restrooms. It does not include shop, garage, storage, and warehouse areas.

2. Personnel

- A. The Contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- B. The Contractor shall supply the name, address and telephone number of the contact person and alternate. This representative should be available during normal working hours, 7:30 AM - 4:00 PM Monday through Friday for telephone conversations and/or meetings with personnel from the department regarding the janitorial services. This representative shall have the authority to speak on the behalf of the Contractor and make decisions on behalf of the Contractor.
- C. The Contractor shall not use or allow employees of the Contractor to use any department telephones, equipment or supplies without prior approval.
- D. The Contractor and employees shall not be permitted visitors while on MoDOT premises.
- E. The Contractor's employees shall not smoke anywhere in the buildings.
- F. The Contractor's personnel shall only be allowed in work areas to which they are assigned.
- G. The Contractor's personnel shall only take rest breaks in break rooms.

3. Equipment and Supplies

- A. The Contractor must furnish and maintain equipment necessary to perform this janitorial service including, but not limited to mops, brooms, shampooers, buffers, sweepers, etc.
- B. The Contractor may either own or rent, at the Contractor's expense, equipment for performing the requirements of the contract.
- C. Toilet tissue, paper towels, trash can liners, and liquid hand soap will be furnished by the Missouri Department of Transportation. The Contractor will place these items in their respective receptacles.
- D. The Contractor shall furnish all cleaning chemicals, including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc. The Contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surface upon which they are applied.

4. **Personnel and Security**

- A. The Contractor shall be responsible for keeping the department's buildings locked while the Contractor or the Contractor's employees are on the premises. Only authorized persons shall be permitted on premises. The Contractor shall be responsible for locking all doors and turning lights off upon completion of the janitorial services.
- B. The Contractor shall be held responsible for any breakage, damage and/or loss of MoDOT equipment or supplies through negligence and/or other inappropriate actions of the Contractor or the Contractor's employees while working on the department's premises. In the event of any breakage, damage, theft, and/or other loss of equipment, supplies, materials, and/or other items in the building through negligence and/or other inappropriate actions of the Contractor or the Contractor's employees while working on the building's premises, the Contractor shall pay damages to MoDOT in the actual amount of such loss.
- C. MoDOT reserves the right to deduct any of the damage charges stated above from the Contractor's invoice.
- D. The Contractor and each of the Contractor's employees assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The Contractor must obtain each of the required security clearances from their State Highway Patrol.
 - 1. By no later than fifteen (15) calendar days after notification of award, the Contractor shall provided the state agency with the following:
 - a) A copy of the security clearance information obtained from their State Highway Patrol for each employee.
 - b) A completed Authorization for Release of Information Form (Attachment 1), and Confidentiality Oath (Attachment 2) individually signed by the Contractor and each current or anticipated employee who shall be assigned to the contract.
 - c) A copy of E-Verify Memorandum of Understanding (MOU)
 - d) A copy of vendors Certificate of Insurance. MoDOT shall be listed as a certificate holder.
 - e) Letter of good standing from the Secretary of State's office.

Failure to provide this information will result in Contractor's bid being rejected.

- 2. For each new or unanticipated employee, the Contractor must provide the state agency with an approved security clearance, Authorization for Release of Information, and Confidentiality Oath prior to such employee providing service.
- 3. The state agency shall have the right to deny access to the building to any of the Contractor's employees for any reason.

- E. The Contractor shall be issued sufficient cards with limited access to all areas where janitorial services are required. Keys, cards, and access codes shall be safeguarded by the Contractor. The Contractor shall not duplicate any keys/cards issued by the department. If evidence of duplication or loss is ascertained beyond reasonable doubt, the Missouri Department of Transportation shall have the right to immediately replace all locks and keys at the building location and make necessary adjustments to the security access system and to charge the Contractor for this replacement.
- F. At the expiration/cancellation of the contract, the Contractor must surrender all keys and/or electronic cards originally issued to the Contractor by MoDOT. Any payments due the Contractor shall be withheld until the Contractor has surrendered all keys and/or electronic cards issued. In the event all keys and/or electronic cards are not returned, the Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.
- G. In the process of performing the requirements of the contract, the Contractor and/or the Contractor's employees may become aware of information required by law to be kept confidential. The Contractor and its employees must not at any time disclose, directly or indirectly, any information gained during the performance of the services required by the contract.
- H. Employees of the Contractor shall not carry firearms or any other lethal weapons inside any MoDOT building.

5. **Specific Requirements**

- A. Normal office hours are from 6:30 AM - 5:00 PM Monday through Friday. Janitorial services must not interfere with MoDOT's normal work routine. Excluding state holidays, the Contractor shall perform the following services every Wednesday and Friday between the hours of 5:00 PM - 6:00 AM. One weekend day may be substituted for Friday with prior approval.

Daily Task Requirements:

1. Sweep all non-carpeted floors using treated brooms or dust mops, stairwells are to be included.
2. Clean and disinfect all handrails, doorknobs/levers.
3. Thoroughly clean all restrooms and restroom fixtures, including mirrors, shelves, washbasins, showers, stools, urinals, partitions, waste receptacles, and doors. All restroom equipment must be properly disinfected.
4. Fill paper towel dispensers, soap dispensers, and toilet paper rolls.
5. Wet mop restroom floor with disinfectant.
6. Clean all exterior door glass and rear and front entry foyer glass, inside and outside.
7. Dust and polish tables and desks in reception area.
8. Clean, polish, and disinfect all drinking fountains.

9. Empty all wastepaper baskets, trash and disposal containers and place refuse in the dumpsters.
10. Wet mop entrances to enhance appearance and protection.
11. Vacuum all entrance mats.
12. Clean break room/break areas – including wet mopping tile floors, clean, disinfect and polish sinks, counter tops, and tables. Clean microwaves inside and out. Clean outside of ice machine and refrigerator.

Weekly Task Requirements:

1. Wet mop all non-carpeted floors removing chair mats. Clean and replace chair mats when floor is dry.
2. Dust all vertical and horizontal surfaces with treated dust cloths. When dusting no papers, books, or other items shall be disturbed.
3. Vacuum all upholstered furniture.

Monthly Task Requirements:

1. Clean wastebaskets and replace liners.
2. Remove all cobwebs from ceilings, doors, and corners within the building.
3. High/low dust picture frames, chair legs, window frames, window blinds.
4. Clean inside windows and ledges.
5. Spot clean walls and light switches.
6. Sweep and mop janitorial storage areas.
7. Dust ceiling fans, vents, and baseboards.

Quarterly Task Requirements:

1. Clean all receptacles for smoking materials at building entrances.
2. Clean elevator walls and both sides of elevator doors.
3. Buff all waxed floors.

Annual Task Requirements:

1. Wash exterior windows (per request).
2. Strip, wax, and seal all tiled floor areas being serviced (per request).
3. Clean all wall surfaces, taking care to not use any chemical that will mar or scratch the walls.

The Contractor shall provide a price per square foot to strip and wax all tiled floor areas to be done per request basis only by MoDOT.

The Contractor shall provide a price for outside window washing to be done per request basis only by MoDOT.

The Contractor shall perform any and all other related and contingent miscellaneous janitorial duties, which may arise from time to time as a result of accidental spilling of materials, supplies, and products.

6. Department Responsibility

- A. The department's representative will be the General Services Manager, Facility Operations Supervisor, or a designated alternate.
- B. The Contractor must submit a monthly invoice to the Missouri Department of Transportation, P.O. Box 220, Willow Springs, MO 65793. Payment will be made within 30 days of the invoice being received.
- C. The department shall provide a communication logbook, which shall be reviewed by the Contractor. The log book will not be removed from the premises and is the property of the department. Entries into the communication logbook shall be made by the department representative and/or the Contractor's representative only, unless otherwise agreed upon. The communication logbook shall provide communications between the department and the Contractor.
- D. The communication logbook shall not necessarily be the only means of communication but shall be kept updated regularly and considered official documentation.
- E. Repeated unsatisfactory performance and/or infractions of the contract shall be addressed in formal correspondence to the Contractor.

7. General Conditions

- A. The various tasks and schedules for performances of work, as outlined in this contract, are not to be viewed as restrictive. All work is to be performed in a satisfactory and acceptable manner by MoDOT in order to provide a clean and sanitary environment for the buildings, the building contents, and the building's tenants.
- B. If special attention is needed, such as loose mop boards, damaged electrical receptacle covers, leaking faucets, stopped drains, or any items discovered that need repaired, replaced, or removed, a note shall be left in the aforementioned logbook and/or a phone call made to the Contractor, or Contractor's representative.
- C. The Contractor shall fully coordinate his or her activities in the performance of the contract with the department's designated representative.
- D. The Contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of the department.

- E. The Contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract.

8. **Audit of Records**

The Contractor must maintain all records relating to this agreement, including but not limited to invoices, payrolls, etc. The records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this agreement and any extension thereof, and for three (3) years from the date of final payment made under this agreement.

9. **Venue**

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the circuit Court of Cole County, Missouri.

10. **Bidding Requirements**

- A. The Contractor shall provide janitorial services for the Missouri Department of Transportation's Southeast Willow Springs Regional Office, 3956 E. Main, Willow Springs, MO in accordance with the terms and conditions set forth herein.
- B. The Contractor shall provide services for approximately 11,000 total square feet. The Contractor agrees that any addition to the square footage of the building will be added at the stated rate per square foot on this bid form.
- C. A sealed bid must be received no later than **10:00 AM CST on December 18, 2012**, at the Missouri Department of Transportation, P.O. Box 220, Willow Springs, MO 65793 or hand delivered to Southeast Regional Office, 3956 E. Main, Willow Springs, MO 65793, Attention: Procurement. All bids must be returned in a sealed envelope clearly marked **SEW13-1088RY Janitorial Service**. The Department does not recognize the US Mail, United Parcel Service, Federal Express, or any other entity or organization, as its agent for purposes of accepting bids.
- D. The bidder may withdraw, modify, or correct their bid after it has been deposited with the department provided such request is submitted in writing and received before the time specified for opening bids. Such a request received within the time specified will be accepted, attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified, corrected, or withdrawn after the time specified for the opening of bids.
- E. The Missouri Department of Transportation reserves the right to reject any and all bids.
- F. The successful bid will be decided using objective analysis and subjective judgment in determining the best value for MoDOT. Award will be made to the most responsive and responsible bidder whose bid is determined to be the most advantageous to MoDOT, taking into consideration all evaluation factors.

- G. Experience and reliability of the bidder's organization will be considered in the evaluation for awarding this contract. Therefore, the bidder is advised to submit adequate information to document successful and reliable experience in past performance. A minimum of 4 references must be submitted with bid. Include company name, address, phone, contact person and their title, total number of square feet cleaned and description of cleaning service.
- H. Best Value to be determined by the following criteria.
 - a. Cost
 - b. Experience
 - c. Qualifications

PRICING PAGE

The bidder shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential contract period for providing all services in compliance with the requirements of this RFB. All costs associated with providing the required services shall be included in the stated price(s).

Janitorial Services as described in bid and specifications:

	Weekly Services	Strip/Wax Floors	Exterior Windows
Original Contract Period	<u>Per Square Foot, Per Month</u>	<u>Per Square Foot Annually Per Request</u>	<u>Annually Per Request</u>
1 st Renewal Period	<u>Per Square Foot, Per Month</u>	<u>Per Square Foot, Annually Per Request</u>	<u>Annually Per Request</u>
2 nd Renewal Period	<u>Per Square Foot, Per Month</u>	<u>Per Square Foot, Annually Per Request</u>	<u>Annually Per Request</u>

To determine square foot price per month, the recommended method is to analyze the work, equipment, labor, and profit margin needed in order to perform this service; then figure what the monthly flat rate will be. Divide that monthly flat rate fee by 11,000 sq. ft. (as detailed in Section 1 Paragraph A located on page 4 of this RFB) to arrive at the square foot per month unit price.

Please complete below:

DATE: _____ FIRM NAME _____

PHONE: _____ ADDRESS: _____

FAX NO: _____

EMAIL: _____ BY (SIGN): _____

PRINT: _____

TITLE: _____

ATTACHMENT #1

AUTHORIZATION FOR RELEASE OF INFORMATION

To Whom It May Concern:

I hereby authorize and request release to the Missouri Department of Transportation, and all records and information, including but not limited to, originals or copies of any records, documents, reports, criminal history record.

I understand that the Missouri Department of Transportation may conduct and/or review a background investigation before rendering a decision regarding eligibility to perform services for the Missouri Department of Transportation and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the Missouri Department of Transportation and all other persons, firms, corporations and institutions supply the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth Date

Applicant's Social Security Number

ATTACHMENT #2

MISSOURI DEPARTMENT OF TRANSPORTATION

CONFIDENTIALITY OATH

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code impose criminal penalties for the unauthorized disclosure of tax information received from the Federal Government of by the State of Missouri. I will not reveal the condition or affairs of any person, firm, or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Signature of Employee/Agent

Witness

Date

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally known to
me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly
sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

•

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
☐ An alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, form attached.
- b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, form attached.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.